

UNITED STATES BANKRUPTCY COURT  
DISTRICT OF MINNESOTA

IN RE:

James M. Hughes  
Stacie S. Hughes

AFFIDAVIT OF PETITIONER

Debtors

Chapter 13, Case No. 04-33813

STATE OF

*S. CAROLINA*

COUNTY OF

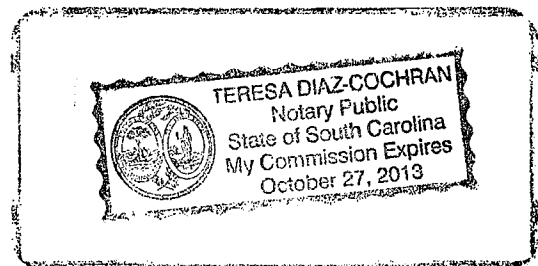
*YORK*

*Theresa Diaz-Cochran* being first duly sworn, deposes and states she is authorized representative of Movant and has direct real-time access to the computer records of Movant which are maintained in the ordinary course of business and that she has read the annexed Notice of Hearing and Motion for Relief From Automatic Stay, and that it is true of her knowledge to the best of her information.

*Theresa Diaz-Cochran*

Subscribed and sworn to before me this  
*8* day of ~~August~~ *Sept*, 2004.

Notary Public



State of Minnesota

## Mortgage Deed

FHA Case No.:

2713922217 703B

This Indenture, made this THIRTIETH day of APRIL, 19 87, between  
JAMES M. HUGHES AND STACIE S. HUGHES, HUSBAND AND WIFE

of RAMSEY COUNTY, Mortgagor,  
and MERRILL LYNCH MORTGAGE CORPORATION, ITS SUCCESSORS AND/OR ASSIGNS

a corporation organized and existing under the laws of THE STATE OF NEW YORK  
Mortgagee.

Witnesseth: That the Mortgagor, in consideration of the sum of FIFTY-EIGHT THOUSAND ONE HUNDRED FIFTY  
AND NO/100 Dollars (\$ 58,150.00 ), to him in hand  
paid by the Mortgagee, the receipt whereof is acknowledged, does hereby grant, bargain, sell and convey unto the Mortgagee, its successors and  
assigns, forever, all th OSE tract(s), piece(s) or parcel(s) of land situate, lying and being in the county of RAMSEY  
and State of Minnesota, described as follows, to wit: LOT 3 IN BLOCK 2, OF LEXINGTON AVENUE ADDITION  
TO THE CITY OF ST. PAUL.

SEE ATTACHED FHA MORTGAGE RIDER

NO. 639960  
DEPARTMENT OF TAXATION  
RAMSEY COUNTY, MINN  
MAY 2 8 1987  
REG. TAX OF \$ 87.50 PAID  
A. GRAPPENDORF

To have and to hold the same, together with the hereditaments  
and appurtenances thereunto belonging or in anywise appertaining,  
including all gas fixtures, electric lighting fixtures, oil burning  
or other heating and plumbing, apparatus, all storm windows,  
storm doors, and vestibules, and all screen doors and window  
screens, cooling and refrigerating apparatus and systems,  
and fixtures of every nature and kind whatsoever thereunto appertaining,  
unto the said Mortgagee, its successors and assigns, forever.

And the Mortgagor covenants as follows: First, that he is  
lawfully seized of said premises in fee simple absolute; Second,  
that he has good right to convey the same in manner and form  
aforesaid; Third, that the same are free from all liens or encumbrances,  
whatsoever; Fourth, that the Mortgagee, its successors and assigns,  
shall quietly enjoy and possess the same, and that he will warrant and defend the title to the same against all lawful  
claims.

Provided, nevertheless, That if the Mortgagor shall well and  
truly pay to the Mortgagee the principal sum of

FIFTY-EIGHT THOUSAND ONE HUNDRED FIFTY  
AND NO/100

Dollars (\$ 58,150.00 ),  
according to the terms and tenor of a certain promissory note of  
even date herewith, the provisions of which are incorporated  
herein by reference, with interest as stated therein until paid,  
principal and interest being payable at the office of  
C/O GMAC MORTGAGE CORPORATION,  
P.O. BOX 780,  
WATERLOO, IOWA 50704  
or at such other place as the holder of the note may designate in  
writing, in monthly installments of FOUR HUNDRED  
FORTY-SEVEN AND 13/100

Dollars (\$ 447.13 ),  
commencing on the first day of JUNE, 19 87,  
and on the first day of each month thereafter until the principal  
and interest are fully paid, except that the final payment of principal  
and interest, if not sooner paid, shall be due and payable  
on the first day of MAY, 2017

; and provided, that if the Mortgagor  
shall fully perform all conditions and covenants of this mortgage,  
then this indenture is to be null and void and shall be released of  
record at the expense of the Mortgagor, otherwise, to remain in  
full force and effect.

This form is used in connection with mortgages insured under sections 203(b) and (f) of the National Housing Act where there is a One-Time  
Mortgage Insurance Premium payment in accordance with the regulations for those programs.

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Page 1 of 4

HUD-92133M.1 (7-85 Edition)  
24 CFR 203.17(a)

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